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# AGREEMENT

by and between the

**NORTH SYRACUSE CENTRAL  
SCHOOL DISTRICT**

and

**CSEA Local 1000 AFSCME,  
AFL-CIO**

**RECEIVED**  
NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

MAR 30 2010

**ADMINISTRATION**

**Since 1910**



**New York's LEADING Union**

North Syracuse CSD Teacher Aide Unit #7811-01  
Onondaga County Local 834



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## **AGREEMENT**

BETWEEN THE NORTH SYRACUSE CENTRAL SCHOOL DISTRICT (HEREIN CALLED "DISTRICT") AND THE NORTH SYRACUSE TEACHERS AIDE *UNIT 7811-01*, ONONDAGA COUNTY LOCAL 834, CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000 AFSCME, AFL-CIO (HEREIN CALLED "ASSOCIATION").

## **PREAMBLE**

WHEREAS, the parties hereto desire to promote harmonious, cooperative relationships between the District and its employees of the Association regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted; and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employees Fair Employment Act (*Article 14 of the Civil Service Law*).

NOW, THEREFORE BE IT AGREED:

**ARTICLE I**  
**RECOGNITION**

**Section 1**

The District agrees to recognize the Civil Service Employees Association Inc, Local 1000 AFSCME, AFL-CIO, 143 Washington Avenue, Capitol Station, Box 7125, Albany, New York 12224, as the exclusive bargaining agent for all employees in the bargaining Unit as hereinafter defined and extends to the Civil Service Employees Associations, Inc:

- (a) To exclusively represent employees in the Unit regarding collective negotiations.
- (b) To represent employees in the Unit in the settlement of grievance.
- (c) To membership dues deduction upon receipt of dues deduction authorization cards signed by individual Bargaining Unit Members.
- (d) To unchallenged representation status during the period prescribed by Section 208 of the Public Employees Fair Employment Act.

**Section 2**

The Association agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, condone, assist, or participate in such a strike.

**Section 3**

The Unit includes all Teacher Aides. The Unit excludes all substitutes, temporary, or individual employees not included in this Paragraph.

**Section 4**

The Association agrees that the Board of Education is the policy making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education Commissioner.

**Section 5**

The Board's policies shall not conflict with any provision of this Agreement unless such policy is necessary in order that the Board fulfill its legal responsibility in accordance with Section 1709.

**Section 6**

Should any such conflicting policy be necessary, then that policy shall only reflect on the paragraph or paragraphs of this Agreement which such policy specifically by subject matter refers to and all other paragraphs of this Agreement not affected shall continue in full force and effect.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

#### **Section 1**

The School District retains the sole right to manage its business and services and to direct the working force; including the right to decide the number and locations of its business and service operations, the business and service operations to be rendered, and the methods, processes and means used in operating its business and services, and the control of the buildings, real estate, materials, tools and all equipment which may be used in operating its business and services, or in supplying its business and services; to determine whether and to what extent the work required in operating its business and services shall be performed by employees covered by this Agreement; to maintain order and efficiency in the Unit, including the sole right to hire, lay off, assign, transfer, promote, discipline, discharge, suspend; to determine the scheduling of the Department, and to determine the starting and quitting time and the number of hours to be worked, subject to such regulations governing the exercise of these rights as are expressly provided in the Agreement, or provided by law.

#### **Section 2**

The above rights of the School District are not all-inclusive, but indicate the type of matters or rights which are inherent to the Employer. Any and all rights, powers, and authority the Employer had prior to entering this Agreement are retained by the School District, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

## **ARTICLE III**

### **ASSOCIATION SECURITY**

#### **Section 1**

The District shall deduct biweekly (20 equal deductions) from the wages of those employees authorizing such deductions and remit such deduction in two (2) separate checks, one for membership dues and the other for all insurance premiums. Deductions shall be sent to Civil Service Employees' Association, Inc., 143 Washington Avenue, Albany, New York 12210 or other address as changed by CSEA.

- (a) Any regular membership dues.
- (b) Any Health and Accident Insurance Premiums.
- (c) Any Life Insurance Premiums.
- (d) Any Auto Insurance Premiums.
- (e) Any Home Insurance Premiums.

The Association shall indemnify and save the District harmless against all liability that may arise from action to comply with this Paragraph.



## **Section 2**

If any employee who is a member of the Bargaining Unit is charged with any violations whatsoever, the facts and circumstances involved will be discussed and reviewed with the President of the Association or the Field Representative before any disciplinary action is taken pursuant to Section 75 of the Civil Service Law.

## **Section 3**

The Association shall have the right to post notices and other communications on bulletin boards maintained on the premises and facilities of the District, provided however, that their content is not derogatory or controversial. The District agrees that the facilities of the School shall be available for Association meetings when such use does not interfere with any scheduled events or involve any cost to the District. Application for use of facilities shall be made in accordance with established procedures. It is agreed that any Unit Member scheduled to work at the time shall not be allowed to leave his work location to attend the meeting.

## **Section 4**

The Association shall have the right to designate a representative of the Association's Health and Accident Insurance Program and the Association's Life Insurance Program, to visit the employees covered under this Agreement on the job for the purpose of interesting them in this protection and/or adjusting any claims, provided, however, if the appropriate District official is notified and total assurance is given him/her that no inordinate interruption if the Unit Member shall be involved. For the purpose of administering, adjusting or interpreting the terms and conditions of this Agreement, the Labor Relations Specialist of the Association shall have the same rights.

## **Section 5**

On the effective date of this Agreement, the Employer shall supply the Unit President a list of all employees in the bargaining Unit showing the Unit Member's full name, home address, social security number, job title, work location, membership status, and first day of employment. Such information shall hereafter be provided to the Unit on a semi-annual basis.

The Employer shall supply to the Unit President on a monthly basis the name, work location and date of hire of all new Bargaining Unit Members. In addition the Employer shall supply a listing of Unit Members who have been terminated, showing their work location.

## **Section 6**

The District shall deduct biweekly (20 equal deductions) from the wages of employees who are not members of the Association, the amount equal to the membership dues levied by the Association and remit such deductions to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224.

The Association shall indemnify and save the District harmless against all liability that may arise from any action to comply with this paragraph.

## **ARTICLE IV**

### **GRIEVANCE-ARBITRATION PROCEDURE**

#### **Section 1**

##### **Basic Principles**

1. The aggrieved may seek advice from, and have the right to be represented at any stage of the procedure by a person of the Union's choice.
2. Written grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the grievance, the time and place of the alleged events or conditions constituting the grievance, the identity of the party responsible for causing the alleged grievable events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

#### **Section 2**

##### **Definitions**

1. Grievance – shall mean any alleged violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.
2. Aggrieved – shall mean an individual or group of Unit employees having the same grievance.
3. Unit President – shall mean the elected President of the Bargaining Unit.
4. Representative – shall mean any person designated by the aggrieved as his advisor, counsel, or to act on his behalf.

#### **Section 3**

##### **Procedure**

##### **1. Step 1**

The Unit Member will present his/her grievance orally or in writing to the immediate supervisor.

##### **2. Step 2**

Any grievance not resolved in Step 1 shall be presented in writing, signed by the aggrieved party or his representative, and presented to the next appropriate higher level of supervision within 10 regular work days following the occurrence giving rise to the grievance. Within five work days after receipt of the written grievance, the Supervisor shall meet with the employee and Unit President and shall, within five work days after the meeting, provide a written answer to the Employee with a copy to the Unit President.

3. Step 3

Any grievance not resolved in Step 2 shall be presented to the Superintendent or designee within three work days of the receipt of the Step 2 answer. Within five work days after receipt of the grievance, the Superintendent or designee shall meet with the grievant or his designee, the Unit President, and the Field Representative. A written answer shall be provided by the Superintendent or Designee within five work days of the Step 3 meeting.

4. Step 4

- a) If the grievance is not resolved in Step 3, the Employee, with the approval of the Unit and Local Grievance Committee, may, within 30 days from the receipt of the Step 3 answer, submit the grievance to arbitration.
- b) The American Arbitration Association (AAA) or the Public Employment Relations Board shall be the agencies used for all Agreement interpretation disputes. The rules and regulations of the AAA shall apply. The arbitrator shall only have jurisdiction and authority to apply the paragraphs of this Agreement and shall not have the power to add to, subtract from, or modify any Paragraph of this Agreement, nor to change or alter the salary schedules of this Agreement. Regardless of how the arbitrator finds the facts, he shall not make a retroactive adjustment prior to the initial date the grievance occurred. The arbitrator shall provide his decision, in writing, within thirty (30) days after the last hearing(s) and the decision shall be final and binding on both parties and the parties agree to abide thereby.
- c) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses, and other costs necessary to arbitration.
- d) Unless the grievance is raised and appealed within the time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to arbitration and the matter shall be closed.

**ARTICLE V**

**OVERTIME PAY**

**Section 1**

All Bargaining Unit Members shall be paid one and one-half (1½) times their regular hourly rate for all hours worked in excess of forty (40) per week.

**Section 2**

Paid holidays shall be counted as days worked.

### **Section 3**

All Bargaining Unit members shall be paid one and one-half (1½) times their regular hourly rate for all hours worked on Sunday.

## **ARTICLE VI**

### **PERSONAL DAYS**

#### **Section 1**

All Bargaining Unit Members who have completed six months in the Bargaining Unit shall be allowed two (2) days paid leave per Agreement year (non-cumulative) for personal reasons, provided reasonable written notice is given to the immediate Supervisor or Department Director (whichever is applicable). The Administrator shall have the right to use his/her discretion when the number of requests for any one day indicates a lack of sufficient personnel to operate the Department.

Effective September 1, 2001, one (1) of the two (2) days may not be used to extend a recess, school vacation period or holiday.

#### **Section 2**

Unused Personal Days shall be added to Illness/Family Leave accruals.

## **ARTICLE VII**

### **INSURANCE**

#### **Section 1**

##### **Health**

All members of this Bargaining Unit hired prior to November 5, 2001, will be entitled to the same health insurance package available to members represented by the Teachers' contract at the same contribution rate as members of the Teachers' contract enjoy, which currently includes vision and term life. Full-time members of this Bargaining Unit, who typically work thirty (30) or more hours per week, hired after November 5, 2001, will be entitled to the same health insurance package available to members represented by the Teachers' contract at the same contribution rate as members of the Teachers' contract enjoy, which currently includes vision and term life.

#### **Section 2**

##### **Dental**

All members of this Bargaining Unit hired prior to November 5, 2001, will be entitle to the same dental insurance available to members represented by the Teachers' contract at the same contribution rate as member of the Teachers' contract enjoy. Full-time members of this

Bargaining Unit, who typically work thirty (30) or more hours per week, hired after November 5, 2001, will be entitled to the same dental insurance available to members represented by the Teachers' contract at the same contribution rate as members of the Teachers' contract enjoy.

### **Section 3**

#### **Retirees**

Retirees who are eligible and enrolled for insurance as an active employee shall enjoy the same insurance at the same rate as above after a minimum of 20 years of service in the District. The Dental, Vision and Term Life Insurance provision terminates when the employee's active status ends.

### **Section 4**

#### **Reduction in Hours**

If a full-time member of this Bargaining Unit hired after November 5, 2001, voluntarily reduces his/her hours to less than 30 hours per week, they are no longer entitled to insurance benefits. If the District reduces the hours of a full-time Bargaining Unit member hired after November 5, 2001, to less than 30 hours per week, the member shall retain their insurance coverage.

### **Section 5**

#### **Members Declining Enrollment**

Qualified Bargaining Unit members may elect to receive the following annual stipend as part of their regular salary, (stipend added to regular pay for 20 pay periods), for declining enrollment in the District's Health Insurance Benefit Program.

Declination of Single coverage:	\$400.00
Declination of Family/Double coverage:	\$800.00

If a bargaining Unit Member who has selected this option has a change in family status and/or existing insurance coverage, she/he may enroll in the District's Health Insurance Benefit Program, if qualified, at the next open enrollment period.

## **ARTICLE VIII**

### **RETIREMENT**

#### **Section 1**

The District shall provide the 75-I Pension Plan (New York State Employees' Retirement System) for all eligible employees. The Employer will provide the appropriate retirement plan under the New York State Employees' Retirement System. It is agreed that, when applicable by law, the employee will pay their share of the system contribution payments.

## **ARTICLE IX**

### **LEAVE OF ABSENCE**

#### **Section 1**

The District shall grant at its discretion Leaves without pay not to exceed 30 calendar days to non-probationary Bargaining Unit members for valid employees for valid emergency personal reasons.

#### **Section 2**

Two extensions not to exceed 30 calendar days each may be granted providing the original reason still exists, and the Leave procedures is followed.

#### **Section 3**

Additional extensions may be granted up to one year from the beginning of the initial leave. Seniority shall not accumulate during such additional extensions.

#### **Section 4**

Requests for leave shall be submitted as far in advance as possible in writing to the immediate Supervisor or Department Director (whichever is applicable) and shall state:

- (a) reason for leave
- (b) dates expected for beginning and termination of Leave

#### **Section 5**

While on leave a Bargaining Unit member shall continue to maintain and accumulate seniority up to a maximum of ninety (90) calendar days.

#### **Section 6**

When a Unit Member returns from Leave, she/he shall be employed in the Classification she/he was performing when the Leave began, providing she/he has the seniority to maintain the Classification and the ability to perform such duties.

#### **Section 7**

A Unit Member who fails to return to work within three work days after expiration of his leave shall have his employment and seniority terminated.

#### **Section 8**

Bargaining Unit Members who accept other employment or engage in other business activities while on leave shall have their employment and seniority terminated.

## **ARTICLE X**

### **TEMPORARY DISABILITY BENEFITS AND CHILD-REARING/PARENTAL LEAVE**

#### **Section 1**

Bargaining Unit Members are entitled to paid temporary disability leave with proper medical authorization, utilizing accrued illness/family and personal leave time. Bargaining Unit members will provide, upon District request, a physician's statement justifying said leave. The District may, in accordance with state regulations, require comprehensive medical examinations by the Chief School Physician or his/her designee. Pregnancy disability will be treated the same as any other temporary disability.

#### **Section 2**

##### **Child Rearing /Parental Leave**

- A. Either a male or a female Unit member is entitled to receive a child-rearing leave so long as child-rearing leaves continue to be a District fringe benefit. This is, if granted, a leave of absence without pay and with only those benefits available to any employee who is on leave of absence without pay. This leave normally follows the end of the period of pregnancy disability leave. However, requests for such leave should be made as soon as possible.
- B. There shall be no sick leave compensation during the child-rearing period.
- C. An employee will not accumulate additional leave days during child-rearing/parental leave of absence; however, upon return from such leave of absence, unused leave days will be restored, and any such employee whose leave began after January 31 will be placed on the step of the salary schedule she/he would have achieved in the year immediately following the commencement of the leave of absence.
- D. For probationary Bargaining Unit members, child-rearing/parental leave, except for the period of physical disability not to exceed ten (10) days, shall be an interruption of the probationary period and not in lieu of service in meeting the requirements for serving their probationary period.

## **ARTICLE XI**

### **JURY DUTY**

#### **Section I**

Each Unit Member shall be granted leave with full pay for the period necessary in order to perform Jury Duty or to testify as a subpoenaed non-party witness in a court proceeding. Such absences shall not be deducted from any other Leave of Absence.

Bargaining Unit Members who are "on-call" for Jury Duty are expected to report for work and will be released immediately if called for active jury service.

On-call is defined as a day when a Unit Member is not required to report for jury duty.

## **ARTICLE XII**

### **HEALTH AND SAFETY**

#### **Section 1**

The District shall continue to make reasonable provisions for the health and safety of its Bargaining Unit Members during the hours of their employment.

#### **Section 2**

All employees within the Bargaining Unit shall be covered under the provisions of the Workers' Compensation Law. Any sick leave allowance paid to any Unit Member shall be reduced by the amount of Workers' Compensation received, if any.

## **ARTICLE XIII**

### **GENERAL CONSIDERATION**

#### **Section 1**

No paragraph in this agreement shall be in any violation of Civil Service Law, the Rules and Regulations of the State Department of Civil Service; the Rules and Regulations of the Onondaga County Department of Personnel, or any other law, Local, State, or Federal.

#### **Section 2**

This Agreement shall not abridge any past or present Unit Member monetary benefits unless such benefits are expressly modified by subject within this Agreement.

#### **Section 3**

In the event that any paragraph of this Agreement shall be determined by a court of competent jurisdiction to be null, void, or unenforceable, such decision shall not affect any of the other provisions of this Agreement, which shall continue in full force and effect.

#### **Section 4**

When the District establishes new classifications, the rate(s) shall be mutually determined between the District and the Association.

#### **Section 5**

A Seniority Roster listing the seniority of each employee shall be posted at the beginning of each school year.



## **Section 6**

This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation.

## **Section 7**

Bargaining Unit Members absent from work three (3) or more days without notifying the District, shall have their employment and seniority terminated.

## **ARTICLE XIV**

### **SENIORITY, JOB POSTING – TRANSFER, JOB AWARD – PROMOTIONS, LAYOFF, RECALL AND PERFERRED LIST**

#### **Section 1**

##### **Seniority**

- A. District seniority is that date of most recent employment with the District.
- B. Unit seniority is that date of most recent employment within the Teacher Aide Bargaining Unit.
- C. Employees transferring from one Unit to another shall establish a new Unit Seniority date as of the first day of employment in the new Unit and shall lose their seniority in the old Unit.

#### **Section 2**

##### **Job Posting & Transfer**

- A. All vacancies and newly created openings of a permanent nature which are applicable to the CSEA Teacher Aide Bargaining Unit shall be posted for a period of five (5) work days. Such posting notices will appear in an established posting place in each building, and shall indicate the classification, location, hours per day, and rate range of the job.  
  
To be considered for the posted position, a written application(s) for each specific posting must be received in the office of Human Resources within the five (5) day posting period.
- B. An opening in a building with substantially similar skills and similar hours may be filled from within the building as long as one opening for this building is posted appropriately.
- C. Transfers of Teacher Aides from one building to another will be made on the basis of least seniority in the assignment location being first transferred.

### **Section 3**

#### **Job Awards & Promotions**

- A. When qualifications and ability are equal as determined by a candidate selection process, the principle of seniority shall prevail in awarding the job to employees within the Unit. The Bargaining Unit member awarded the job may not bid for another position again within a 90-day calendar period. Such 90-day period to begin with the effective date of the job award.
- B. When an opening does occur the District shall post and advertise the position in conspicuous places throughout the facilities so that each employee can have an opportunity to compete for the position. The District agrees that whenever possible, promotions shall be made from within the Bargaining Unit.
- C. Unit Members assuming a new assignment as a result of the posting job award process shall serve a probationary period of 60 calendar days. A Unit Member not successfully completing the probationary period shall be returned to his/her previous job assignment.

### **Section 4**

#### **Layoff & Recall**

- A. All layoffs, reduction in force, job abolishment and recalls shall be according to classification(s) and Unit seniority.
  - 1. Unit Seniority is:
    - a. the original starting date of the employee in the District.
    - b. the date appointed by the Board of Education if *a* is the same.
    - c. the alphabetical order, if *b* is the same.
- B. The least senior employee in the effected classification(s) within the Unit shall be the first to be laid off. Any Unit Member to be laid off may replace other employees in other classifications within the Unit.
- C. Unit Members shall be laid off and recalled in accordance with the applicable provisions of the Civil Service Law.
- D. Recalls according to classification(s) within the Unit shall be in reverse order of layoff.
- E. Employee on layoff shall maintain seniority for a maximum period of twenty-four (24) calendar months commencing on the first day of layoff.

## **Section 5**

### **Preferred List**

- A. Upon layoff, a Teacher Aide shall be placed with the preferred eligibility list for two (2) years unless offered a position.
- B. Teacher Aides on the preferred list will be given an opportunity to be placed on the Substitute Teacher Aide list and shall be offered work before other substitutes. However, any excess aide who refuses three (3) consecutive offers will lose this benefit.
- C. Any Teacher Aide on the Preferred List who refuses permanent re-appointment as a Teacher Aide shall be removed from the Preferred List.

## **ARTICLE XV**

### **WAGES**

#### **Section 1**

The rates shown in the classification and rate schedule (Appendix "A") are effective July 1, 2009, and shall remain in effect until midnight, June 30, 2012.

Effective July 1, 2009 – 3.75%

Effective July 1, 2010 – 3.50%

Effective July 1, 2011 – 3.25%

## **ARTICLE XVI**

### **HOURS OF WORK**

#### **Section 1**

The typical workweek shall consist of nineteen and one-half (19½) hours, Monday through Friday.

Full-time Employees are those employees who typically work 30 or more hours per week.

Part-time Employees are those employees who typically work less than 30 hours per week.

#### **Section 2**

The District may, at its discretion, allow Unit Members to work more than the basic workweek.

The District may deviate from the typical workweek in the event that more work hours are needed.

If a paid holiday, sick leave day, or snow day is observed on a day when a Unit Member would be regularly scheduled to work additional hours, the employee shall receive pay for that day based

upon the hours the Unit Member would have been scheduled to work, including the additional hours.

### **Section 3**

Any Bargaining Unit Member who works during any District recess periods shall be entitled to all contract benefits. Recess periods shall include, but not be limited to summer, winter, and spring recess.

## **ARTICLE XVII**

### **ILLNESS AND FAMILY LEAVE DAYS**

#### **Section 1**

A Bargaining Unit Member will be granted fifteen (15) paid leave days a year to be used as his/her Personal Illness and/or Family Death or Illness. These leave days will accumulate to 230.

#### **Section 2**

The Unit Member's annual allotment shall be credited to his/her records on the first day she/he reports to work in each new fiscal year. Employees hired during the fiscal year shall receive a proration of paid leave days for the remainder of the year.

#### **Section 3**

Illness and Family Leave shall be used in increments of one or more hours.

#### **Section 4**

Should a Bargaining Unit Member be paid leave which was unearned, she/he shall reimburse the District the unearned money upon separation from employment.

#### **Section 5**

Upon retirement, each eligible employee shall be paid an amount per day for each unused Illness/Family day to a maximum of 230 days as noted in the following table, provided that the employee has a minimum of (15) fifteen years District service and notifies the District (3) three months prior to the effective date.

<b><u>DAYS</u></b>	<b><u>AMOUNT</u></b>
0-49	\$15.00/day
50-110	\$25.00/day
111-230	\$35.00/day

## **Section 6**

### **403(b) Contributions**

The District and the Association agree that the payment for unused Illness and Family Leave days upon retirement as specified above will become a non-elective employer contribution to a 403(b) plan of the Unit Member's choosing. The contribution will be in accordance with the IRS codes, rules, and regulations. The contribution will be available to all Unit Members eligible as specified in Article XVII, Section 5. The contribution will be remitted within (30) thirty days of the Unit Member's retirement date.

The District will pay an excess over the IRS limits as compensation to the Unit Member, within (30) thirty days of the Unit Member's retirement date.

Unit Members will be provided the opportunity to make changes to their current 403(b) plans and/or designate a new carrier for the Employer contribution. In the event that a Member does not choose any 403(b) carrier, the District and the Association will mutually designate a "default carrier".

## **ARTICLE XVIII**

### **HOLIDAYS**

#### **Section 1**

To be eligible for holiday pay, a probationary Unit Member must have worked at least (30) thirty calendar days preceding a holiday.

#### **Section 2**

To be eligible for holiday pay, a Unit Member must work the regularly scheduled day before and day after the holiday. Exceptions to this paragraph are absences due to Sick Leave and Jury Duty.

#### **Section 3**

Holiday pay shall be based on an employee's regular hourly rate.

#### **Section 4**

All eligible bargaining Unit Members shall be entitled to the paid holidays listed below:

- a. Columbus Day
- b. Veterans Day
- c. Thanksgiving Day
- d. Day after Thanksgiving
- e. Day before /after Christmas
- f. Christmas Day (observed)
- g. New Years Day
- h. Martin Luther King Day
- i. President's Day
- j. Good Friday
- k. Memorial Day

### **ARTICLE XIX**

#### **GENERAL ITEMS**

##### **Section 1**

The District will allow the employees in the Unit to make up time for hours lost due to conference days.

##### **Section 2**

All Unit Members will be allowed a 15-minute break each day; any Unit Member working six (6) or more hours per day shall receive an additional 15-minute break each day. The determination of the break schedule will finally rest with the supervisor after the Unit Member is allowed to provide information indicating the best available time.

##### **Section 3**

All Bargaining Unit Members shall receive the protection as provided for under Section 3023 and 3028 of the New York State Education Law.

##### **Section 4**

Bargaining Unit Members will not be required to obtain their own replacements. Notification of the need for a substitute must be made to the Substitute Call Service in a timely manner.

##### **Section 5**

Effective July 1, 1992, Teacher Aides shall have their projected annual wages divided into equal paychecks for payment each payroll period during the school year.

## **Section 6**

Bargaining Unit Members who perform extra duty assignments after school hours at the request of the Building Principal will receive their hourly rate of pay, not to exceed that year's rate of pay for supervisory services or functional services as listed in the North Syracuse Education Association (NSEA) agreement with the District.

## **ARTICLE XX**

### **SNOW DAYS**

#### **Section 1**

When it is necessary to close school buildings due to inclement weather (and the District receives State Aid) those employees who are advised not to work shall not suffer any loss in pay. The District is not required to pay more than the regular rate to employees who do report to work.

#### **Section 2**

On days when school buildings are closed early due to inclement weather, Bargaining Unit Members will be dismissed no later than the general dismissal for teachers and shall be paid their regular rate of pay for that day.

## **ARTICLE XXI**

### **OUT-OF-TITLE WORK**

When a Teacher Aide is asked to substitute as a Secretary or Teacher Aide in the building where they work, they will receive their regular rate of pay.

## **ARTICLE XXII**

### **PROBATIONARY PERIOD**

#### **Section 1**

New Bargaining Unit Members shall be considered on probation for a minimum of eight (8) weeks to a maximum of fifty-two (52) weeks.

#### **Section 2**

All Unit Members will be evaluated at least once during each year of this contract.

#### **Section 3**

The evaluation form used in Section 2 above shall be developed by the District, with consideration given to recommendations provided from this Unit.

#### **Section 4**

All Unit Members with two (2) years or more of permanent service as a Teacher Aide shall be entitled to the provisions of Section 75 of Civil Service Law.

### **ARTICLE XXIII**

#### **IN-SERVICE**

#### **Section 1**

The District shall provide at least two (2) days of in-service workshops per fiscal year. Attendance by Bargaining Unit Employees shall be mandatory. The Association and the District shall be mutually responsible for developing the program for the workshops.

#### **Section 2**

#### **Out-Of-District Workshops/Seminars**

Bargaining Unit Members shall be allowed to attend and be paid for such attendance providing that all of the following conditions are satisfied. Such days:

- a) must have the prior approval of the Superintendent
- b) must be in accordance with the school calendar.

### **ARTICLE XXIV**

#### **REASSIGNMENT**

Reassignment shall be defined as the movement of a Teacher Aide from one school building to another in the District. If a bargaining Unit Member is involuntarily reassigned from one building to another, there will be no loss of hours as a result of such reassignment.



## **ARTICLE XXV**

### **DURATION**

#### **Section 1**

This Agreement shall become effective July 1, 2009 and remain in full force and effect until midnight, June 30, 2012.

#### **Section 2**

Neither party to this Agreement shall make any attempt to make any alteration, change, modification or variation of any of the items expressly covered by this Agreement unless it be mutually agreed to in writing.

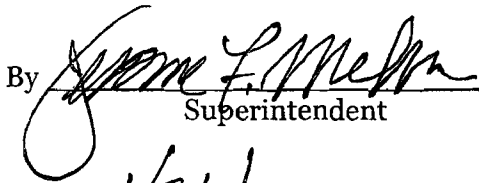
**TAYLOR LAW AMENDMENT**

**204-a**

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

**NORTH SYRACUSE CENTRAL  
SCHOOL DISTRICT**

By

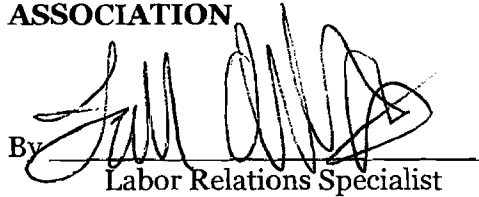
  
Superintendent

Date

1/26/10

**CIVIL SERVICE EMPLOYEES  
ASSOCIATION**

By

  
Labor Relations Specialist

By

  
Teacher Aide Unit President

Date

1/28/10

## APPENDIX "A"

### CLASSIFICATION AND RATE SCHEDULE

A fifth-step salary guide shall consist of a Hiring Rate, a Job Rate, a Longevity Rate, a Career Rate, and a Senior Rate. The movement between such rates will be accomplished in the following manner:

1. Bargaining Unit Members shall move from Hiring to Job Rate upon the completion of six (6) months of service with the District.
2. **The Longevity Rate** shall be paid to bargaining Unit Members upon completion of six (6) years of service with the District. The movement to the Longevity Rate shall be effective on the anniversary date of six (6) years.
3. **The Career Rate** shall be paid to Bargaining Unit Members upon completion of twelve (12) years of service to the District. The movement to the Career Rate shall be effective on the anniversary date of twelve (12) years.
4. **The Senior Rate** shall be paid to Bargaining Unit Members upon completion of sixteen (16) years of service to the District. The movement to the Senior Rate shall be effective on the anniversary date of sixteen (16) years.
5. Movement of Bargaining Unit members from one rate to another shall be the responsibility of the District.
6. **Hourly Rate**

<b>Contract Year</b>	<b>Hiring Rate</b>	<b>Job Rate</b>	<b>Longevity Rate</b>	<b>Career Rate</b>	<b>Senior Rate</b>
2008 - 09	\$13.04	\$13.65	\$13.99	\$14.31	\$14.69
2009 - 10 (3.75%)	\$13.53	\$14.16	\$14.51	\$14.85	\$15.24
2010 - 11 (3.50%)	\$14.00	\$14.66	\$15.02	\$15.37	\$15.77
2011 - 12 (3.25%)	\$14.46	\$15.14	\$15.51	\$15.87	\$16.28

7. The Senior Rate above has been adjusted to reflect an additional \$0.35 per hour in 2005 - 2006. The \$0.35 will become part of the Senior Rate from that year forward.